

## **GENERAL PURCHASING CONDITIONS**

**1. ACCEPTANCE OF THESE CONDITIONS.** Supplies to CIE AUTOMOTIVE companies, from hereon "THE CUSTOMER", arising from orders made by the latter shall be carried out in accordance with these General Purchasing Conditions, which shall be considered accepted by the SUPPLIER in the event that the latter gives its express or tacit conformity to the order sheet and hence, with the task performed, except in the event of special circumstances expressly stipulated in a separate document. Compliance with the requirements indicated in these General Purchasing Conditions is compulsory for supply to CIE AUTOMOTIVE plants. For the term of this document, its content shall be mandatory even if not explicitly referred to in purchasing documents.

**2. AMENDMENTS.** Orders, agreements and amendments to the contract shall be valid only where they are made or confirmed in writing by the Purchaser. All correspondence must be addressed to the CUSTOMER'S purchasing department. Any agreement reached with another department that attempts to modify the terms and conditions previously agreed to must be approved in writing by the CIE AUTOMOTIVE purchasing department in the form of an appendix to this contract.

**3. CERTIFICATES OF ORIGIN.** The Supplier shall supply THE CUSTOMER with any certificate it may request, together with all of the necessary, signed, and complete details. This shall also apply to documents concerning the return of taxes from suppliers in the same country or in foreign countries. Moreover, the Supplier shall inform THE CUSTOMER if the goods to be delivered are subject to export restrictions, whether wholly or in part.

**4. ORDERS.** THE CUSTOMER shall make its orders using a standardised model, each with its order number. The order shall be considered accepted by the Supplier when the latter gives express indication thereof or tacitly within 10 working days of the date on which the order was made.

**5. DELIVERIES.** All goods deliveries shall be made to the unloading area of the factory indicated in the order or delivery programme and transported at the expense and risk of the Supplier. Deliveries shall be made in the quantity, term, and manner indicated on the order or in the programmes in which the latter is made.

**6. VERIFICATION AT SOURCE.** THE CUSTOMER reserves the right to carry out the verifications at source and audits it considers appropriate, whether on its own initiative or accompanied by its Client, to the quality system, manufacturing process, products, inventory status, equipment and packaging, handling etc., at the Supplier's plant, for which purpose the latter shall allow access to its facilities. In the event that Supplier breaches are observed, the latter shall undertake to correct them in the term stipulated by THE CUSTOMER.

**7. BREACH** In the event of Supplier breach of the agreed terms, either as regards quantity or term, even if such breach is due to causes that cannot be attributed to the Supplier, THE CUSTOMER shall be authorised to modify at its convenience the total quantity and terms originally agreed to or to regard the order as fully cancelled.

**8. DAMAGES.** In order to prevent discussions regarding the calculation of damages, these shall be set at 2 percent of the value of the undelivered material for each day of delay, and 100% of the costs deriving from the aforementioned breach: line stoppages, special transport, etc..

**9. DELIVERY NOTES.** The materials shall be accompanied by the corresponding delivery notes, which shall indicate the following information:

- SUPPLIER number assigned by THE CUSTOMER.
- Order number and purchasing order (OF).
- Code and full name of the material as per the order.
- Actual quantity sent.
- Date and number of document.
- Number of bundles, net weight and gross weight.

Should these requirements not be met, THE CUSTOMER reserves the right to return the delivery and subsequent invoice, since this information is essential for its organisation.

**10. QUALITY.** Batches that are rejected either totally or in part by THE CUSTOMER'S quality services shall be returned to the Supplier at the expense and risk of the latter, and such deliveries shall not under any circumstances be considered completed.

Depending on the case in question, THE CUSTOMER may:

- Reject the material, which will need to be delivered again in the same quantities.
- Reject the material, without a replacement being sent by the SUPPLIER.
- Reject the entire batch and cancel the order. Moreover, it may claim any damages that should arise.
- Reject, at the Supplier's expense, the quantities necessary to prevent the damages that the partial or total return of the quantity delivered may cause to THE CUSTOMER.

Although the Supplier may not have received the notice of rejection before the parts are used, THE CUSTOMER reserves the right to return those that are unusable due to manufacturing faults, establishing the relevant charge at the same time. Moreover, the Supplier shall cover 100% of the costs incurred due to reprocessing, selections, or other actions necessitated due to faults with the supplied products. The Supplier shall conduct continuous improvement activities to offset possible increases in its internal costs and to maintain competitiveness on an international scale.

**11. EQUIPMENT AND STANDARDS.** Matrices, moulds and general tools ordered or required to obtain the parts stipulated in the order shall be considered the property of THE CUSTOMER and may be withdrawn by the latter when it requests delivery thereof, and the Supplier shall renounce any other right that may correspond to it. The Supplier shall provide an "in deposit" delivery note for these materials. While these materials are in the possession of the Supplier, the Supplier shall be responsible for their maintenance and conservation in order to ensure their good operation.

**12. PRICES.** The prices applied shall be those agreed by both parties and recorded on the order note. THE CUSTOMER shall not accept any change to prices once the order has been processed, unless it involves a change in manufacture that has been agreed between the parties.

**13. INVOICES.** Payment invoices shall be submitted in duplicate.

**14. CONDITIONS OF PAYMENT.** Payment conditions shall be agreed upon by both parties.

**15. FRAMEWORK AGREEMENT.** These General Purchasing Conditions may be supplemented by the specific Framework Agreement for each product and/or service.

**16. SAFETY AND THE ENVIRONMENT.** The SUPPLIERS, in jobs to be performed at THE CUSTOMER'S facilities, shall respect and ensure compliance with the rules of the workplace at which they are carrying out their task, together with those set down by the legislation for the task to be performed. Breach of these rules shall authorise THE CUSTOMER to terminate the contract with the Supplier or to claim any damages arising from such breach.

**17. CONFORMITY WITH REGULATIONS.** All products and/or services supplied must meet the applicable requirements regarding regulations, documentation and safety. The Supplier shall put in place processes to guarantee compliance with government restrictions and safety regarding substances with restricted or prohibited use, including products purchased by it or those relative to the production process.

In order to comply with the terms of this contract, the Supplier shall fulfil any legal obligations and requirements applicable at any given moment, specifically including EC Regulation 1907/2006 of the European Parliament and of the Council concerning the registration, evaluation, authorisation and restriction of chemicals (REACH) and any modifications that may be made to said regulation in the future, as well as any other regulation applicable to this field.

**18. CORPORATE SOCIAL RESPONSIBILITY.** THE CUSTOMER takes ownership of the ten universally accepted principles in the United Nations Global Compact strategic policy in the areas of human rights, labour and environment, and integrates them within the company's strategy and activities. These ten universally principles in the UNG Compact strategic policy are considered an integral part of its strategy and operations, so the compliance of them should be equally borne to the supplier. The non-compliance of any of them, would enable the immediate termination of the contractual relationship

**19. CONFIDENTIALITY.** THE CUSTOMER reserves the right to require the Supplier to sign a confidentiality document in order to ensure that the information received is not used by the latter in relations with other parties.

**20. FORCE MAJEURE.** THE CUSTOMER may suspend the receipt and payment of goods requested from its Supplier in the event of flooding, fire, or other accident at the factory where the delivery is to be made, and in the event of collective conflict, similar situations, or those of *force majeure*.

**21. LITIGATION.** The Supplier hereby submits to the general jurisdiction of the Purchaser and expressly waives the jurisdiction of any other court.